



Request for Proposal  
(Secondary Method)  
Cost Study On Commercial  
Recycling  
IWM08007



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**SECTION I****OVERVIEW**

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**General Information**

The California Integrated Waste Management Board (CIWMB or Board) promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

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**CIWMB Contact**

California Integrated Waste Management Board  
Physical Address: 1001 I Street,  
Sacramento, CA 95814  
CIWMB Contracts Unit, MS-19A  
Mailing Address: PO Box 4025,  
Sacramento, CA 95812-4025  
Attn: Contracts Unit, MS-19A  
Phone: (916) 341-6649  
FAX: (916) 319-7503  
EMAIL: [contracts@ciwmb.ca.gov](mailto:contracts@ciwmb.ca.gov)

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarter's Building at 1001 I Street, Sacramento, CA 95814.

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**Service Need**

The California Integrated Waste Management Board (CIWMB)'s mission is to reduce solid waste disposal and promote the management of all waste materials to their highest and best use. CIWMB provides local jurisdictions and businesses with program development assistance and tools to help them meet or exceed their waste diversion goals.

Solid waste generated by businesses and multifamily housing has not always been targeted by reduction and recycling as consistently as residential waste. As a result, these sources present an opportunity for increasing diversion and reducing disposal. Some of the most common materials disposed by these sources are readily recyclable. Many of these materials also have high life-cycle greenhouse gas (GHG) emissions. As part of its efforts to support the Assembly Bill 32 (Nunez, Stats. Of 2006, Ch. 488) Scoping Plan on potential GHG reductions, the CIWMB has developed a "Commercial Recycling Measure" to promote commercial recycling.

A barrier to commercial recycling is a lack of information on the costs and benefits of implementing and/or expanding commercial recycling programs statewide. CIWMB is conducting this study to obtain information on the costs and savings of implementing commercial recycling programs. This proposed study has two components: 1) to assess the estimated range of costs, saving, and net costs to expand recycling of targeted materials from large commercial sources; 2) to develop a web-based commercial recycling tool that allows individual businesses to estimate costs and potential GHG reductions associated with their decision to reduce, or recycle, or dispose materials.

Results from this study will benefit various entities. It will provide CIWMB, local government, and solid waste and recycling industries with information on costs and savings associated with developing or expanding commercial recycling programs. It will also support climate change initiatives by promoting commercial recycling to lower GHG emissions. The commercial diversion tool will help businesses explore commercial diversion options, save money and benefit the environment.

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## OVERVIEW CONT.

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**Contract Budget**      Subject to passage of the Fiscal Year 2008/2009 Budget Act, availability of funds and approval by the Board, there is a current maximum budget of \$350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents).

The CIWMB reserves the right to amend the budget for this Agreement as needs arise.

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**Payment Withhold**      The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.

The withheld payment amount will be included in the final payment to the contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB.

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**Liquidated Damages**      The selected Contractor, to receive award of this agreement, will be subject to liquidated damages if required deliverables (i.e., reports) are not submitted by the due date(s) outlined in the Scope of Work.

See Section II, Commitment, *Special Terms and Conditions* for additional information..

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**Contract Term**      The term of this Agreement will span approximately 18 months and is expected to begin in December 2008.

The CIWMB reserves the right to amend the term of this Agreement as needs arise.

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**Process Type**      Request for Proposal (RFP) (Secondary Method).

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**Process Schedule**      This process will be conducted according to the following tentative schedule where all times are Pacific Time :

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Advertisement Date:	09/09/08
Written Questions Due by 5:00 pm	09/23/08
Submittal's Due by 2:00 pm	10/21/08
Oral Interviews, if required	11/04/08
Post Notice of Intent to Award	11/12/08

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**SECTION II****RULES AND CONDITIONS**

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**Introduction**

There are conditions that this RFP, submitting Proposers, proposals and resulting Agreements are subject to and/or required to comply with.

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**Commitment**

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions available for viewing at [www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf](http://www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf)
- General Terms and Conditions (GTCs) available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).
- Contractor Certification Clauses (CCCs) available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

If the proposer fails to meet any of the requirements or comply with the CIWMB requests, the CIWMB can reject, disqualify, or remove the firm from the process.

The CIWMB is not committed to award an Agreement resulting from this RFP.

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**Antitrust Claims**

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

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**Contractor's Cost**

All costs resulting from the contractor's participation in the RFP process are at the firm's expense.

No costs incurred by the contractor participating in the RFP process will be reimbursed by the CIWMB.

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## RULES AND CONDITIONS CONT.

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<b>Information</b>	<p>All information obtained or produced during the course of the Agreement will be made available to the CIWMB.</p> <p>Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must be marked by the proposer prior to submission to the CIWMB. . Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under PRA or PCC may result in disqualification.</p> <p>The CIWMB will hold information deemed confidential or trade secret(s) by the proposer to the extent allowable by the California PRA and the PCC.</p>
<b>Written Questions</b>	<p>The RFP includes a formal question and answer period in which proposers have the opportunity to submit questions regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to the CIWMB Contact as listed in Section I. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).</p>
<b>Addenda</b>	<p>The CIWMB reserves the right to amend, alter, or change the rules and conditions of this RFP.</p> <p>Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to the CIWMB prior to the deadline for submission of written questions. The CIWMB will issue addenda to address such issues.</p>
<b>Modification of Submittals</b>	<p>A Proposal submitted prior to the submittal deadline, can be withdrawn or modified by the submitting proposer. The proposer must:</p> <ul style="list-style-type: none"><li>• Provide a written request</li><li>• Identify the requesting individual and their association to the proposer</li></ul> <p>A Proposal cannot be withdrawn for modification after the submittal deadline has passed.</p>
<b>Errors in Submittals</b>	<p>An error in a Proposal package may be cause for rejection of that proposal. The CIWMB may make certain corrections, if the Proposer's intent is clearly established based on review of the complete proposal.</p>
<b>Unreliable List</b>	<p>Any contractor or subcontractor currently of the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.</p>
<b>Negotiating State Contracts</b>	<p>This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.</p> <p>If any of the conditions identified in PCC 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.</p>
<b>Electronic Waste Recycling</b>	<p>If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.</p>
<b>Use Tax</b>	<p>If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.</p>



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## RULES AND CONDITIONS CONT.

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### **Small Business (SB) Preference**

Any Bidder competing in this process as a California Certified Small Business, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). The CIWMB will apply the preference per State law and as described on the DGS website at <http://www.pd.dgs.ca.gov/smbus/sbpref.htm> .

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders: If the highest scored proposal is from a non-certified small business or microbusiness, then:

1. Calculate five percent (5%) of the highest responsible bidder's total score.
2. Add the amount calculated above to the score of each of the bidders eligible for the SB incentive . This new amount is the total score.

Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's SB certification should be included with the Bid Package.

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### **Disabled Veterans Business Enterprise (DVBE) Preference**

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE, will receive a preference as shown below:

1. Five (5%) and above participation level = bid will receive five percent (5%) preference.
2. Four (4%) participation level = bid will receive two percent (2%) preference.
3. Three (3%) participation level = bid will receive one percent (1%) preference.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). The CIWMB will apply the preference as follows:

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders: If the highest scored proposal is from a non-certified small business or microbusiness, then:

1. Calculate five percent (5%) of the highest responsible bidder's total score.
2. Add the amount calculated above to the score of each of the bidders eligible for the DVBE incentive according to the participation levels . This new amount is the total score.

Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's DVBE certification should be included with the Bid Package.

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### **Subcontractors**

All subcontractors identified in the proposal, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the agreement, the contractor **must** use all of the SB and DVBE firms identified on the Small Business/DVBE Participation Summary.

The CIWMB reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

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**SECTION III****PROPOSAL SUBMITTAL REQUIREMENTS**

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**Introduction**

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

The CIWMB may reject any Proposal if it is conditional, incomplete or contains irregularities.

The CIWMB may waive an immaterial deviation in a Proposal, if deemed in the best interest of the CIWMB.

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**Deadline**

The proposal package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on October 21, 2008.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

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**Addressing**

The proposal package must clearly state that it is in response to this RFP and note the RFP number listed with the direction of "Mailroom – do not open."

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**Number of Copies**

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- Six bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire proposal, including any attachments, must be saved as a single document.

It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by the CIWMB.

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**Document Printing**

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

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**Cover Letter**

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer;
- e. Statement that personnel who will provide services under the agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs; and
- f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the CBS package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.
- h. OSDS Reference number issued to the certified SB/MB by the Department of General Services.

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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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<b>Table of Contents</b>	The information must be organized as presented with corresponding page references.
<b>Summary</b>	The Proposer must include a brief overview of the project and summarize the Proposer's approach to the work.
<b>Methodology</b>	<p>The proposal must include a detailed Work Plan describing the methods to be employed to accomplish the project objectives. The methodology must be described in sufficient detail to allow CIWMB staff to evaluate the methods and must address all tasks and items in the Scope of Work.</p> <p>Proposals must describe how the objectives will be met and the methods the contractor will use. The description must include not only what work will be performed, but how it will be performed. Proposals must include a draft schedule and timeline showing approximately when the objectives and major tasks will be accomplished.</p> <p>The tasks described in the Scope of Work outline a general approach for meeting the requirements; however, alternative approaches for some or all of the tasks may be proposed if they meet the requirements for statistically robust data and result in meeting the project objectives, and this is adequately demonstrated in the proposal.</p> <p>Some information the Contractor collects for this study may be considered proprietary. Cooperation from haulers or other businesses who supply these data to the Contractor is crucial. Therefore, the Contractor shall develop and implement proper procedures to protect the identity of data providers and individual data when requested or necessary. The contractor shall provide the non-proprietary data to the CIWMB. The contractor shall provide proprietary data in an aggregated or masked format to protect the proprietary nature of the data.</p> <p>The following points should be described in detail:</p> <ul style="list-style-type: none"><li>• Overall approach and understanding of problems, issues, and required tasks for conducting a complete cost study of commercial recycling.</li><li>• Approach to data collection, including but not limited to stakeholder involvement, methods, quality assurance, confidentiality concerns.</li><li>• Approach for data analysis, including but not limited to material flow, cost relationships, market impacts, specific material handling, program scaling models and issues, statewide and regional approaches, and urban and rural differences.</li><li>• Approach to developing the commercial diversion tool, including but not limited to user needs and abilities, incorporating cost and GHG data, incorporating Source Reduction and Recycling, materials to be included, design and develop a robust and user friendly web-based tool, collaborating with CIWMB staff to develop the tool, and flexibility of the tool.</li></ul>

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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

- To meet the CIWMB's goals of making the commercial diversion tool "user-friendly" and "web-based" while making the most efficient use of the contractor's and CIWMB staff time, the contractor will develop a standalone tool in Microsoft Excel 2003 format that will be made available as a download from the CIWMB web site. The CIWMB's intent will be to later use its internal information technology (IT) staff to convert this Excel-based tool into a series of web-based forms using the CIWMB's application and database development standards. The contractor should make use of forms, look up values, protection, and other Excel features to guide the user through the tool and make it as easy to use as possible. The tool will be used by business owners and others with varying levels of education and/or computer experience, so the contractor shall design the tool to be clear and accessible to a wide variety of users.
- The contractor should ensure the either (1) the MS Excel 2003 version of the tool will convert sufficiently to an open source spreadsheet like OpenOffice CALC to retain all key functionality, or (2) the contractor develops a separate version of the tool in OpenOffice CALC format that supports all the core functionality of the commercial diversion tool. The contractor will need to name data fields according to CIWMB data standards that will be supplied to the contractor. When the contractor provides the final version of the tool(s) to the CIWMB, they must also provide the raw data sets, a data diagram of the database used by the tool, any passwords or information on how to unlock any of the tool's security measures, and documentation explaining how the tool works and performs its calculations such that CIWMB IT staff can later replicate the tool in a different format. In addition, the contractor shall structure the tool so that all data sets, factors and other equation components can be easily updated by CIWMB staff as new data becomes available.

The winning Contractor shall be required to sign an agreement to adhere to the CIWMB's confidentiality policy for any information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data.

The Contractor's proposal must address the processes that the Contractor will use to ensure confidentiality for sensitive data that will meet or exceed the CIWMB's policy standards as shown below.

- 1 Limited Access/Confidentiality. Contractor will keep confidential all confidential and/or proprietary information (the "Information"), and, except as otherwise permitted herein, will not disclose or use the Information in whole or in part other than in connection with providing assessment and assistance services to the Company through the Program. Contractor agrees to reveal the Information only to its agents, subcontractors, representatives, attorneys or employees who need to know the Information for the purpose of completing the services agreed to under the Program, who are informed of the confidential nature of the Information and who agree to act in accordance with the terms of this Agreement by executing the concurrent Acknowledgement and Agreement.

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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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2. Non-Competition and Limitation on Use. Contractor further agrees not to use the Information, or any portion of the Information, to:
    - a. engage in any activities that directly compete with the Company;
    - b. provide advice or assistance to, or be employed or retained by, any Company, business or entity that directly competes with the Company; it is understood that Contractor or its subcontractors may be employed or retained by, or provide advice or assistance to one or more of the Company's competitors, but will take care not to use the Information in the performance of those duties; it is also understood that Contractor may prepare at the CIWMB's request public reports that aggregate confidential data in a manner that safeguards confidential data related to any one company.
    - c. This section shall survive any termination of this Agreement and/or the contract between Contractor and the CIWMB.
  3. Exclusions From Limitations. Contractor will not be prohibited from disclosing or using any Information which;
    - a. is or becomes generally available to the public other than as a result of a disclosure by Contractor, its subcontractors, employees or agents;
    - b. was already in Contractor's possession before any disclosure of the Information by the Company;
    - c. has been or is obtained by Contractor from a third party (other than one acting on behalf of the Company) who Contractor has no reason to believe is not lawfully in possession of the Information and who Contractor has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Company with respect to the Information; or
    - d. is independently developed by Contractor.
  4. Other Disclosures. To the extent that Contractor is required to disclose the Information pursuant to the requirements of any legal proceeding, Contractor shall notify the Company and the CIWMB within one (1) business day of its knowledge of such legally required disclosure so that the Company may seek an appropriate protective order and/or waive Contractor's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Contractor may disclose the Information if, in the written opinion of its counsel, failure to disclose such Information in any tribunal would subject TBD to liability for contempt, censure or other legal penalty or liability.
  5. Destruction/Return of Documents. All drawings, programs, software, data, financial information and other written Information submitted by the Company or the CIWMB to Contractor or its representatives shall be promptly returned to the Company or the CIWMB within one week of completion of the termination date of the work order governing the assessment or provision of assistance services to the Company. Contractor may retain one copy of the Information for its legal records, but shall take appropriate steps to ensure that its confidentiality remains intact. Contractor may also retain copies of compilations that do not specifically identify the Company or its data.
  6. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California
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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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### Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

Proposers must provide an organizational chart identifying the Project Manager and any other key personnel and subcontractors who will be providing services under the contract and their primary tasks. A résumé for each of the personnel must be submitted with the chart. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé.

The organizational chart shall indicate other primary employees of the Proposer and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Proposer or a subcontractor.

The proposal should include at a minimum the following sections:

- Identity of Principal Contractor, Project Manager, principle associated firms, subcontractors and key staff, and an organization chart showing roles and responsibilities in the project
- Qualifications and resumes of principle staff and subcontractor
- Proposed approach to project, issues, and anticipated challenges
- Proposed work plan with timeline and key staffing for major tasks
- Proposed budget and total cost bid
- Examples of relevant previous work and preference

Those identified in the proposals as being responsible for the work must actually perform the work. The selected Contractor will not substitute the Project Manager, key personnel or major subcontractors without prior approval of the CIWMB Contract Manager.

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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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### Qualifications and Resources

The prospective contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

This project is research oriented and requires innovative methodologies and multi-disciplinary expertise. Due to the complexity of the work, the need for credible and accurate data, the need for a well designed user-friendly web based tool, and the significant dollar investment, CIWMB will use a Secondary Request for Proposal (RFP) method to award the contract. This process will give special consideration to bidders' knowledge, skills, and experience in the subject area, and innovative approaches to the tasks, as well as the contract cost.

Please see the Scoring Sheet for details regarding how the contractors' experience, proposed methodology and cost proposal will be evaluated in awarding the contract. Below is a brief summary and partial listing:

#### EXPERIENCE:

- Project Manager has experience in solid waste management and business-related issues and possesses a comprehensive understanding of materials, recycling programs, costs, equipment and markets for commercial solid waste in California.
- Project manager and principal members of consulting team demonstrate appropriate background and professional consulting experience in the areas identified in the RFP.
- Project manager and principal members have the appropriate experience and knowledge as demonstrated by the quality of the proposal.

Each proposal must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The proposals must include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational background
- Appropriate licensing

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### References

The Proposer's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

The CIWMB reserves the right to seek references in addition to the client references provided by the Proposer, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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### Samples of Written Work

The Proposer's team must include a copy of a verifiable written work that is similar in nature to the proposed project and deliverables.

- Examples of relevant previous work and preference
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### Contractor Eligibility

The Proposer must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

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### Licenses

The Contractor shall be an individual or firm licensed to do business in California. Required documentation includes the following as applicable:

- A copy of the Proposer's registration with the Secretary of State.
  - Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
- 

### Small Business (SB) Participation

The CIWMB expects a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function.

**IMPORTANT-  
REVIEW GOOD  
FAITH EFFORT  
REQUIREMENTS  
IMMEDIATELY**

This goal can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
  - If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
  - If the Proposer has made a good faith effort (see Attachments) to meet the 25% goal and has been **unable to secure a certified OSDS SB, a Demonstration of Good Faith Effort (see Attachments) must be completed and the Participation Summary (See Attachments) must indicate the percentage (even if zero) of services that will be provided by the SB.** Both forms must be submitted with the proposal.
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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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### Disabled Veteran Business Enterprise Participation (DVBE)

### IMPORTANT- REVIEW GOOD FAITH EFFORT REQUIREMENTS IMMEDIATELY

The CIWMB expects a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Proposer is a Certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Proposer has made a good faith effort to meet the 3% goal and has been **unable to secure a certified OSDS DVBE, a Demonstration of Good Faith Effort (see Attachments) must be completed and the Participation Summary (See Attachments) must indicate the percentage (even if zero) of the services that will be provided by the DVBE.** Both forms must be submitted with the proposal.

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### Enterprise Zone Act (EZA)

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for EZA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Proposer is qualified for this preference, the EZA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at [www.ciwmb.ca.gov/contracts/forms](http://www.ciwmb.ca.gov/contracts/forms).

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## PROPOSAL SUBMITTAL REQUIREMENTS CONT.

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### **Target Area Contract Preference Act (TACPA)**

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for TACPA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at [www.ciwmb.ca.gov/contracts/forms](http://www.ciwmb.ca.gov/contracts/forms).

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### **Local Agency Military Base Recovery Act (LAMBRA)**

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for LAMBRA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Proposer is qualified for this preference, the LAMBRA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at [www.ciwmb.ca.gov/contracts/forms](http://www.ciwmb.ca.gov/contracts/forms).

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### **Maximum combined preferences and rules for award**

In combination with any other preferences (TACPA, EZA, LAMBRA, SB, , DVBE, participation, etc), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA, EZA, LAMBRA, or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

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**SECTION IV****COST PROPOSAL SUBMITTAL**

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**Evaluation**

The Contractors cost proposal submittal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine if the proposed expenses are reasonable.

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**Cost Breakdown**

The cost proposal must specify the total cost and include detailed project costs, as required in the Cost Proposal Sheet. The winner proposer's invoices must be itemized as shown in the submitted cost sheet.

The subcontractor commitments must be identified, by task and dollar amount, and included in the task by task cost proposal submittal.

The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.

The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the agreement.

The Contractor shall be responsible for supplying any specialized capital equipment such as computers and software, GPS units, etc. with a useful life beyond the duration of the contract period. Consumable materials and leased equipment directly related to completion of the project tasks within the contract term may be included in the contract costs.

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**Travel and Per Diem**

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq.. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

- Lodging (receipts required) per day–
  - Most locations up to a maximum of \$84 plus tax
  - Counties of Los Angeles and San Diego up to a maximum of \$110 plus tax
  - Counties of Alameda, San Francisco, San Mateo and Santa Clara up to a maximum of \$140 plus tax
- Meals (breakfast, lunch and dinner) – up to a maximum of \$34 per day
- Incidentals – up to a maximum of \$6 per day.
- Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.
- Insert equipment and Sac travel

The Contractor's Project Manager should anticipate meeting at least once per quarter with the CIWMB's Contract Manager and Information Branch Manager in Sacramento throughout the term of this contract.

CIWMB project manager and most staff are located in Sacramento. Other CIWMB staff, state agencies, and other stakeholders are located statewide. Some tasks and coordination may be accomplished by phone contact or internet-based meetings.

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**SECTION V****EVALUATION AND SELECTION**

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**Introduction**

The CIWMB will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFP, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

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**Selection Process**

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP.

Only those proposals that receive a score of at least the minimum requirement identified on the Scoring Sheet will be ranked.

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**Cost Points**

Cost points account for 30% of the total points available (see Proposal Scoring Sheet). Proposers will be awarded Cost Points as follows:

- 1) Lowest cost proposal is awarded the maximum cost points.
- 2) Other proposals are awarded cost points based on the following calculation:

Other Proposer's Cost Points = (factor\*) X maximum cost points

\* factor is the Lowest Proposer's cost divided by Other Proposer's cost

EXAMPLE

*Lowest Proposer's cost = \$10*

*Other Proposer's cost = \$12*

*Maximum cost points = 30 cost points*

*factor = \$10 ÷ \$12 = .83*

*Cost Points Calculation for Other Proposer's Cost*

*.83 X 30 cost points = 25 cost points*

*Final Cost Points Awarded*

*Lowest cost proposal receives 30 cost points*

*Other cost proposal receives 25 cost points*

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**Oral Interviews**

If oral interviews will be conducted as part of this process, the date of said interviews will be within the timeframe identified in Section I, Schedule.

All Proposers invited for an interview, will be notified by the CIWMB of the specific date and time of the interview.

Failure to attend the interview by the Proposer will be grounds for removing the Proposer from the remainder of the process.

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## EVALUATION AND SELECTION CONT.

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**Grounds for Rejection** All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- The Proposer has not met the participation goals for SB and DVBE and has not completed the steps and related form for the Good Faith Effort.
- Any items required by the RFP are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

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**Award of Agreement** Award of this Agreement will be to the highest ranking responsible Proposer meeting all of the RFP requirements.

In the event of a tie, the CIWMB may utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which proposer has the most SB and DVBE participation identified in the bid package.

The CIWMB reserves the right to not award an Agreement.

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**Notice of Intent to Award**

The CIWMB will post a notice of intent to award this Agreement five (5) working days prior to the award being made.

Notice of the intent to award will be posted on the CIWMB's website at [www.ciwmb.ca.gov/contracts](http://www.ciwmb.ca.gov/contracts) and at the headquarters building noted in Section I.

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**Rejection of Award**

If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, the CIWMB may deem that the Proposer has rejected the award.

The CIWMB reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

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**Proposer Notifications**

The CIWMB will notify all Proposers of the outcome of their proposal submittals, prior to posting the notice of intent to award.

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## EVALUATION AND SELECTION CONT.

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### **Protest of Award**

A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) days of the initial protest filing, the Proposer must submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services  
Office of Legal Services  
Attn; Protest Coordinator  
707 Third Street, 7<sup>th</sup> floor  
Sacramento, CA 95605  
Fax (916) 376-5088

California Integrated Waste Management Board  
Attn; Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7582  
Email [contracts@ciwmb.ca.gov](mailto:contracts@ciwmb.ca.gov)

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**Introduction &  
Objectives**

Business and multifamily solid waste generation has not always been targeted by jurisdictions for reduction and recycling as consistently as has residential waste. As a result these sources present an opportunity for increasing diversion and reducing disposal. Some of the most common materials disposed by these sources are readily recyclable. Many of these materials also have high life-cycle greenhouse gas (GHG) emissions.

As part of its efforts to support the Assembly Bill (AB) 32 (Nunez, Stats. of 2006, Ch. 488) Scoping Plan on potential GHG reductions, the CIWMB has developed a “Commercial Recycling Measure” with the goal of increasing voluntary recycling of five targeted material groupings from large commercial sources. The CIWMB has also identified zero waste/high recycling as one of its primary GHG reduction strategies, and increasing commercial recycling will reduce disposal and GHG emissions.

The Commercial Recycling Measure has the following parameters:

- The five targeted materials are: corrugated cardboard, other paper grades, lumber, plastics, and metals.
- Large commercial businesses are those California businesses with 100 or more employees and multi-family housing complexes with five or more housing units, such as apartment houses and mobile home parks.
- Commercial recycling means recycling that targets the five materials at large commercial businesses.
- The goal is to reduce approximately half of the targeted materials, or approximately 2.5 million tons. This would result in approximately 6.5 million metric tons of CO<sub>2</sub>E in greenhouse gas emissions reductions.

A barrier to commercial recycling is a lack of information on the costs and benefits of implementing and/or expanding commercial recycling programs statewide. Based on direction from the Board at its February 2008 meeting, the proposed Scope of Work (SOW) focuses on obtaining information on the costs and savings of implementing commercial recycling programs.

## DESCRIPTION OF WORK CONT.

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### **Introduction & Objectives continued**

This proposed SOW delineates an assessment to determine the incremental costs and savings of commercial recycling programs:

- in five geographic regions and for the State as a whole.
- for five material types (corrugated cardboard, other paper grades, lumber, plastics, and metals).
- at four levels of diversion (diversion rates): 1.25 Million Tons (MT) (25%), 2.5 MT (50%), 3.75 MT (75%), and 5 MT (100%).

This Scope of Work (SOW) contains two main deliverables:

(1) **COST ASSESSMENT:** An estimated range of the costs, savings and net costs for an expansion of commercial recycling. This will provide the CIWMB, local governments and the waste management and recycling industries with information on the costs and savings associated with developing or expanding commercial recycling programs.

(2) **COMMERCIAL DIVERSION TOOL DEVELOPMENT:** The development of a tool that individual businesses may use to make decisions regarding whether to reduce, recycle or dispose of materials and the estimated costs and potential GHG reductions associated with that decision. CIWMB staff, local jurisdictions, and others will also be able to use this tool to help businesses explore commercial diversion options and provide technical assistance.

It should be noted that the cost assessment and commercial diversion tools are meant to estimate overall costs and impacts; they are not designed to determine specific diversion credits, specific cost savings, or specific GHG reduction credits that would accrue to any individual business, jurisdiction, recycler or other system participant.

Below is a summary of each of the main deliverables. The summaries are meant to guide the development of proposals, but CIWMB staff expects contractors to use their knowledge and expertise to further develop the approaches. In addition, proposals may suggest alternatives which would improve the quality of the analyses, results, tools or deliverables.



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## DESCRIPTION OF WORK CONT.

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### Introduction & Objectives Continued

### 1. COST ASSESSMENT

The Contractor shall estimate costs (both capital and operating), cost savings, and net costs to collect, haul, process, and market varying amounts of the five specified targeted materials generated by large commercial businesses. The net costs will be equal to gross costs minus cost savings.

Through interviews, surveys, or other data collection methods, the Contractor shall gather information from the solid waste and recycling industries, local governments, and other sources on costs and savings by targeted material type.

The calculations may include approximations, estimates, ranges and industry “rules of thumb” but should provide sufficient overall detail and information accurate enough to allow informed investment decisions to increase commercial diversion and recycling programs by businesses, local governments, the Board, and the waste management and recycling industries.

#### Determining Rural and Non-Rural Cost Differences:

The Contractor shall assess the extent to which being in a rural county impacts commercial recycling costs, cost savings and net costs. Based on the data gathered, differences between rural and non-rural areas shall be examined and the results shall be factored into the cost assessment.

For the purposes of this SOW, rural is defined as the 29 counties with annual solid waste disposal of 200,000 tons or less, including: Alpine, Amador, Calaveras, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba. The remaining 29 counties are non-rural.

#### Determining Regional Cost Differences:

In addition to statewide estimates, costs, cost savings and net costs shall also be estimated for each of five geographic regions. The Contractor will not be required to provide cost information at a county or jurisdiction level.

## DESCRIPTION OF WORK CONT.

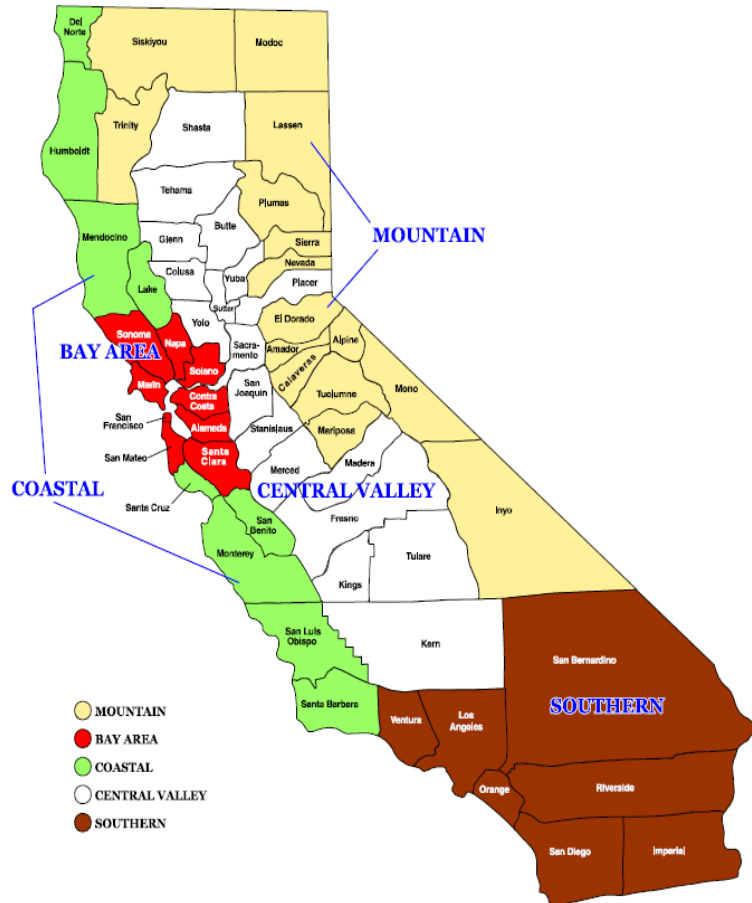
### Introduction & Objectives continued

The following table and graph illustrate the five geographic regions and counties in each region for the purposes of this SOW.

**Table 1. Geographic Regions Used in This Study**

Coastal	Bay Area	Southern	Mountain	Central Valley
Del Norte	Alameda	Imperial	Alpine	Butte
Humboldt	Contra Costa	Los Angeles	Amador	Colusa
Lake	Marin	Orange	Calaveras	Fresno
Mendocino	Napa	Riverside	El Dorado	Glenn
Monterey	San Francisco	San Bernardino	Inyo	Kern
San Benito	San Mateo	San Diego	Lassen	Kings
San Luis Obispo	Santa Clara	Ventura	Mariposa	Madera
Santa Barbara	Solano		Modoc	Merced
Santa Cruz	Sonoma		Mono	Placer
			Nevada	Sacramento
			Plumas	San Joaquin
			Sierra	Shasta
			Siskiyou	Stanislaus
			Trinity	Sutter
			Tuolumne	Tehama
				Tulare
				Yolo
				Yuba

**Figure 1. Geographic Regions Used in This Study**



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## DESCRIPTION OF WORK CONT.

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### Introduction & Objectives continued

#### 2. COMMERCIAL DIVERSION TOOL DEVELOPMENT

The Contractor shall develop a tool for use by an individual business or multifamily complex that will allow it to calculate the approximate benefits of source reducing or recycling its waste. The tool shall allow an entity to select a handling strategy (disposal, recycling, or source reduction) for a material and then determine a corresponding estimate of costs and/or savings, amounts of materials diverted away from landfills and GHG emissions avoided (using GHG factors supplied by CIWMB staff). In addition to assisting businesses, this tool should assist local governments and CIWMB staff when they provide technical assistance to increase commercial diversion. It should also support the CIWMB's partnership with the Institute for Local Government (ILG) as the ILG promotes the implementation of strategies to move toward zero waste and reduce GHG emissions by increasing commercial recycling.

Working closely with the CIWMB Contract Manager and CIWMB's Information Management Branch, the Contractor shall develop this user-friendly web-based tool to assist the targeted businesses in comparing options and estimating their own costs, savings, and emission reduction benefits based on the choices made.

Source reduction opportunities vary tremendously from business to business and from material to material. This contract will not gather data on specific source reduction activities, so the tool shall be designed to allow user inputs regarding source reduction strategies and savings.

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### Work to be Performed

#### **Phase 1 – Organization**

##### **Task A: Review the Workplan and Revise if Needed**

- 1) The Contractor shall meet initially with the CIWMB Contract Manager and continue to confer, either face-to-face or via conference call or virtual meeting at least once (1) per quarter. The Contractor shall be available to make presentations to the Board and/or Board Committee(s) if necessary.

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**DESCRIPTION OF WORK CONT.**

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**Work to be Performed  
continued**

1) cont.

- a) The Contractor shall submit quarterly progress reports to the CIWMB Contract Manager for the duration of the contract. The quarterly progress reports shall summarize work-to-date, identify completed milestones, and highlight all significant preliminary findings. The progress report shall not exceed five (5) pages in length, excluding tables, graphs, and appendices.
- 2) Subject to approval by the CIWMB Contract Manager, and where required, the Contractor shall refine the initial Workplan submitted as part of the Contractor's proposal. Any or all parts of the initial Workplan shall be revised by the Contractor as directed by the CIWMB Contract Manager including, but not limited to a refinement of the approaches for each area of emphasis, scenarios, and/or data collection techniques. Any revisions shall remain within the boundary of the general scope of the project. The Contractor shall submit the final detailed Workplan for approval by the CIWMB Contract Manager. The Contractor shall not proceed with any subsequent work until the CIWMB Contract Manager approves the Workplan.
  - a) The Contractor shall be responsible for completing the tasks outlined in the final approved Workplan. The Contractor shall organize and be responsible for any sub-Contractor's efforts. The Contractor shall implement the detailed final Workplan, adhering to the milestones, review criteria, timeline and deliverables as approved by the CIWMB Contract Manager.

**Task B: Define Study Terms and Standards**

- 1) Provide uniform definitions of economic terms and other study terms, such as collectors, business entities, and haulers.

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**DESCRIPTION OF WORK CONT.**

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**Work to be Performed  
continued****Task C: Gather Stakeholder Input**

- 1) Identify major stakeholder groups for commercial recycling programs, such as large commercial businesses (businesses and multifamily complexes), private sector waste management and recycling firms, local jurisdiction waste agencies, ARB staff, and CIWMB staff. The Contractor shall recruit a working group of stakeholder representatives to provide information and advice, and review work products for their utility and accuracy. At a minimum, the advisory working group shall include, but not be limited to, representatives from: owners of large commercial businesses, owners of multifamily complexes, building managers, private sector waste management haulers, recycling firms, material processors, material brokers, local jurisdiction waste agencies, ARB staff, and CIWMB staff. As a key partner in the effort to increase commercial recycling, the Institute for Local Government shall also be invited to participate in the working group.
- 2) Interview stakeholder representatives in workshops, person-to-person settings, or via conference call/virtual meeting (if necessary). The Contractor shall be responsible for all workshop logistics such as the meeting room, audio-visual presentations, handouts, etc.) to determine stakeholder opinions of the following:
  - a) Existence, availability, quality, and utility of commercial recycling cost data currently held in state and local government databases and other accessible sources.
  - b) Determine cost data “information gaps,” barriers, limitations, and the best way to collect missing information to develop scenarios, tools and other Contract products.
  - c) Cost data collection efforts, including strategies to increase participation, dealing with proprietary information, and alternative methods to collect information (e.g., online surveys, individual interviews, group sessions, and industry group aggregation, etc.).

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**DESCRIPTION OF WORK CONT.**

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**Work to be Performed  
continued**

2) cont.

- d) How the cost assessment information should be used, and the types/quality of information needed to support development and/or expansion of commercial recycling.
  - e) How the commercial diversion tool should function, what format would be most useful, and the types/quality of information needed to support commercial recycling and source reduction.
  - f) Likelihood of major changes in waste management practices, technology, financing, public policy and material markets that would affect this commercial recycling program and/or costs, such as extended producer responsibility, emerging technologies, increased diversion goals, changes in exports and global markets, and landfill material or product bans.
- 3) Based on stakeholder input, the Contractor shall generally describe how commercial recycling is currently conducted and how the additional quantities and/or programs may impact both how commercial recycling will be conducted and also the costs, savings, and net costs of commercial recycling.
- 4) Following the interviews and development of a costs and savings data needs profile, the Contractor shall meet with the CIWMB Contract Manager to discuss any needed revisions to the final Workplan.

**Phase 2 – Data Collection****Task D: Gather Costs and Cost Savings Data**

- 1) Assess the availability of public and privately held costs and savings data as it relates to commercial recycling.
- 2) Using stakeholder input and other available information, identify the best ways to collect information from, but not limited to, local governments, generators (businesses), haulers, processors, recyclers, and brokers.

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**DESCRIPTION OF WORK CONT.**

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**Work to be Performed  
continued**

- 3) Suggest appropriate aggregation of data (statewide, geographic regions, rural and urban) for analysis, written reports, and information display.
- 4) Identify barriers and limitations to obtaining data and suggest approaches to overcome them, such as extrapolation, estimates, or expert opinion to fill gaps.
- 5) The Contractor shall collect the necessary program and cost information to allow completion of the cost assessment and commercial diversion tool.
- 6) In cases where the information may be considered proprietary, the Contractor shall develop procedures to protect the contributor's identity or individual data.
- 7) The Contractor shall provide the non-proprietary data to the CIWMB in a format and manner agreed upon by the CIWMB Contract Manager. The Contractor shall provide the proprietary data to the CIWMB in an aggregated or masked format and manner agreed upon by the CIWMB Contract Manager with mechanisms in place to protect the proprietary nature of the data.
- 8) To the extent feasible, as the Contractor collects information on the 5 material types, the Contractor shall also collect information on other materials, such as glass and food waste, that could be recycled from large commercial businesses and multifamily complexes.

**Phase 3 – Cost Assessment****Task E: Develop a Model of Costs and Cost Savings**

- 1) Costs and cost savings data of diverted materials shall be modeled starting with the waste generator and ending with marketing the material as feedstock, and shall include storage, collection, transportation, primary processing (at transfer stations/material recovery facilities, etc.), brokering as a commodity, secondary processing into a feedstock material, and marketing to the first (wholesale or retail) feedstock sale in-state, or to the point of export from the state.
- 2) The Contractor shall use standard industry practices to estimate a range of costs, savings, and net costs per additional ton diverted.

## DESCRIPTION OF WORK CONT.

### Work to be Performed continued

- 1) The gross costs shall include annualized expenses such as capital, land costs, labor, equipment, operations and maintenance, fuel quantity consumed by fuel type, and other standard investment categories related to starting or expanding a commercial diversion program. The savings shall include revenues such as income from the sale of recyclables, avoided costs such as landfill tipping fees, scale of operation cost efficiencies, and other savings. In addition, the estimates shall take into account variations in commercial recycling programs and other significant factors that affect costs.
- 2) The Contractor shall estimate the aggregate statewide change in costs, savings, and net costs to divert the targeted materials in the following amount (diversion rates): 1.25 Million Tons (MT) (25%), 2.5 MT (50%), 3.75 MT (75%), and 5 (100%) MT per year. The contractor shall determine the proportions of the five targeted materials diverted in each of these increments using stakeholder input on feasibility, economics and other factors.
- 3) For each of the four tonnage increments, the Contractor shall prepare projections of costs, savings and net costs for each year beginning with 2008 and ending with 2020 at a minimum, or ending with 2030 if the data is readily available, as set forth in the following sample cost table.

Sample Cost Table

Year	Cost Estimates					
	Capital Costs	Operating Costs	Cost Savings	Electricity and Fuel Consumption		
				Effects in Energy Units		
				Fuel 1	Fuel 2	Fuel 3
2008						
...						
2020						
...						
2030						

- 1) Cost and saving estimates shall also be provided for the five specified geographic regions of California.
- 2) In developing these analyses, the Contractor shall determine differences in costs and savings between rural and urban settings, and shall adjust the model to reflect these differences.
- 3) To the extent feasible, the Contractor shall incorporate into Phase 3 tasks any information collected in Phase 2 on other materials, such as glass and food waste, that could be recycled from large commercial businesses and multifamily complexes.



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## DESCRIPTION OF WORK CONT.

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### Work to be Performed continued

#### Phase 4 – Commercial Diversion Tool Development

##### Task F: Develop Commercial Diversion Tool

- 1) The Contractor shall develop a tool that lets a business or multifamily complex select a handling strategy (disposal, recycling, or source reduction) for a material type and then determine a corresponding estimate of costs and/or savings, amounts of materials diverted or disposed, and GHG emissions generated or avoided, using GHG emission factors supplied by CIWMB staff.
- 2) The Contractor shall design the commercial diversion tool to reflect differences in businesses to the extent necessary by using the information to at least the two-digit North American Industry Classification System (NAICS) codes at [www.naics.com/naics2-6page.htm](http://www.naics.com/naics2-6page.htm).
- 3) The Contractor shall evaluate if the design of the commercial diversion tool should be tailored to different types of multi-family housing.
- 4) The Contractor shall also evaluate if regional or rural characteristics should be factored into the design the commercial diversion tool.
- 5) The Contractor shall design a user-friendly automated web-based tool to assist the targeted businesses in comparing options and estimating their own costs and savings based on the choices made. As all businesses are somewhat unique, this general-use tool will, of necessity, show averages or ranges of costs and savings in the lists of default choices and formulas but will also provide options for user customization of the formula inputs. Users will need the flexibility to enter data for source reduction activities and savings as well.
- 6) The Contractor shall use collected data and estimates as necessary to populate and test the tool.
- 7) The contractor shall work with the stakeholder working group and a small sample number of businesses and multifamily complexes to test the tool under real world conditions. The Contractor will then revise the tool as needed according to test results.

## DESCRIPTION OF WORK CONT.

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### Work to be Performed continued

- 8) Working closely with the CIWMB Contract Manager and CIWMB Information Management Branch (IMB), the Contractor shall develop the tool with software currently in use by the CIWMB, to be consistent with the specifications provided by IMB and it shall be modifiable by CIWMB staff. The Contractor shall work closely with the CIWMB Contract Manager and obtain prior approval regarding software selection, tool design, functionality and formatting.
- 9) The Contractor shall work closely with the CIWMB Contract Manager and CIWMB Information Management Branch staff on all aspects of design, development, testing, review and revision of the tool.
- 10) To the extent feasible, the Contractor shall incorporate into Phase 4 tasks any information collected in Phase 2 on other materials, such as glass and food waste, that could be recycled from large commercial businesses and multifamily complexes.

### Phase 5 – Technical Report of Findings

#### Task G: Prepare Reports

- 1) At least three (3) months prior to the due date for the Final Report, the Contractor shall submit a draft technical report of findings that will be circulated as a working document to CIWMB staff and stakeholder reviewers. The draft report must be reviewed by a technical editor of the Contractor's choosing to ensure that the report is written for the appropriate audience and complies with the CIWMB's publication guidelines. The draft will be reviewed by CIWMB staff and stakeholder reviewers who will provide comments or questions that must be addressed or incorporated into the Final Report submitted by the Contractor.
  - a. All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB Contractor Publications Guide at [www.ciwmb.ca.gov/Publications/PubGuide/](http://www.ciwmb.ca.gov/Publications/PubGuide/) and shall be reviewed by the CIWMB's CIWMB Contract Manager in consultation with the CIWMB editor.

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## DESCRIPTION OF WORK CONT.

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### Work to be Performed continued

- 1) cont.
  - b. The Contractor shall consult with the CIWMB's project management and editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.
- 2) The Contractor shall take the reviewers' comments into account when developing the Final Report and other deliverable products to the CIWMB. The Final Report must be reviewed by a technical editor of the Contractor's choosing to ensure that the report is written for the appropriate audience and complies with the CIWMB's publication guidelines. CIWMB's project management and editorial staff must approve the Final Report before it will be accepted as complete. Final payment will not be released until the CIWMB Contract Manager has approved the Final Report. The Final Report to the CIWMB shall include the following topics:
  - a) Executive Summary – brief description of the project's scope, process and results written in a style and with a reading comprehension level suitable for persons with a high school education and a limited technical knowledge of the subject.
  - b) Introduction - an outline of the project objectives, organization and strategy.
  - c) Project Record - a description of:
    - i. the information analysis process used, including information sources,
    - ii. how needs were measured and what mathematical formulas were used for any estimates,
    - iii. justification for the models and collection methods chosen, including quality control processes,
    - iv. the involvement of the stakeholder group,
    - v. the scientific reliability and validity of the data collection methods, and
    - vi. any significant caveats or problems encountered.
  - d) Definitions of any technical terms used that are not found in a standard desk reference dictionary, such as *Webster's New World Dictionary, Third College Edition*.

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**DESCRIPTION OF WORK CONT.**

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**Work to be Performed  
continued**

- e) Brief professional biographies and statement of project responsibilities for the Contractor, technical advisors, and any staff making a significant contribution to the project.
- f) All data sets and models (subject to privacy controls).

If the Final Report contains copyrighted work in print (tables, graphics, or photographs), or other materials taken from copyrighted sources, the Contractor shall cite the copyrighted material in the Final Report and obtain permission to use the copyrighted material. Contractor shall secure express written permission from the copyright holder or the holder's licensing representative. Contractor will include letters of permission to use copyrighted material as an Appendix in the Final Report. If Contractor does not secure permission to use copyrighted material, said material will not be used in the Final Report.

**Task H: Give Presentations**

- 1) The Contractor and CIWMB staff shall formally present the final results of the project to the Board and/or stakeholders at up to three public meetings such as Board meetings, Committee meetings, workshops, conventions, etc.

**Task I: Review Project Articles**

- 1) The Contractor shall assist in informing the public by reviewing the technical accuracy of up to two draft CIWMB staff-written articles about the project.

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**DESCRIPTION OF WORK CONT.**

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**Work to be Performed  
continued**

NOTE: Deliverables are briefly listed in the table below.  
See description of each task for full description of what  
shall be included in each deliverable.

The term of the contract will be approximately 20 months with all  
project deliverables completed by May 2010.

PRODUCT DELIVERY AND PAYMENT SCHEDULE			
PROJECT TASK	PRODUCT TO BE DELIVERED TO CIWMB	PAYMENT SHARE	DATE DUE
PROJECT WORKPLAN	Identify Stakeholder Needs, Data Gaps, and Data Collection Plan	10%	December '08
DATA COLLECTION	Costs and Savings Data	15%	May '09
COSTS & SAVINGS ASSESSMENT	Statewide and Regional Costs and Savings Assessment	35%	August '09
COMPUTER TOOL	Commercial Diversion Tool	30%	November '09
REPORTING	Draft Report	5%	January '10
BOARD APPROVAL	Final Report and CIWMB Presentation	5%	April '10
	Project Documentation Electronic Copies of Data and Other Records	(Release of 10% withhold)	May '10

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## DESCRIPTION OF WORK CONT.

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### Control of Work

1. The CIWMB Contract Manager has the authority to determine the quality and acceptability of the following:
  - Work to be performed
  - Rate and progress of the work
  - Fulfillment of the services provided by the Contractor
  - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CIWMB Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:
  - Act as the Contractor's Representative for work to be provided under this Agreement
  - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CIWMB Contract Manager approval is required.

At the initial Work Plan stage and following completion of the Needs Analysis tasks, the Contractor's Project Manager and CIWMB Contract Manager shall make adjustments in the Work Plan tasks and budget categories to accommodate data sources and facility/material classifications as suggested by CIWMB staff and other stakeholders.

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**SECTION VII      DEFINITION AND TERMS**

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**General**                      Unless the context otherwise requires, wherever in this RFP or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

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<b>Abbreviations</b>	ADA	Americans with Disabilities Act
	CAL EPA	California Environmental Protection Agency
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency (Federal Government)
	GC	Government Code
	CIWMB	California Integrated Waste Management Board
	PCC	Public Contract Code
	RFP	Request for Proposals
	SB	Small Business
	SOW	Scope of Work
	OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

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**Agreement**                      The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

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**Board**                              Members of The California Integrated Waste Management Board.

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**CIWMB Staff**                      Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Consultant to the California Integrated Waste Management Board as designated in the Work Orders.

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**Cal EPA**                              The California Environmental Protection Agency

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**CIWMB**                              The California Integrated Waste Management Board.

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**Consultant**                      The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with the CIWMB to provide work pursuant to this RFP or his or their legal representatives.

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**Contract**                              A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.

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**Contract Manager**                      A person designated by the responsible state agency or department to manage performance under a contract.

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<b>Contractor</b>	A party contracting with the awarding agency. Vendor is often used synonymously with contractor.
<b>Director</b>	The Executive Director of the California Integrated Waste Management Board, or his/her designees. Any references to Executive Officer shall mean the Executive Director and/or designated officer.
<b>Disabled Veteran Business Enterprise (DVBE Certified)</b>	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
<b>Legal Holidays</b>	Those days designated as State holidays in the Government Code.
<b>Project Manager</b>	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to the CIWMB.
<b>Scope of Work</b>	The description of work required of a contractor by the awarding agency.
<b>Small Business (Certified)</b>	A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.
<b>State</b>	The State of California.
<b>State Contract Law</b>	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
<b>Subcontractor</b>	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.



# **ATTACHMENTS**

*Budget by Expenditure Category*

**Cost Proposal Sheet**  
**Cost Study On Commercial Recycling**  
**IWM08007**

Complete this form and submit the original in accordance with the requirements of this RFP.

Any invoices submitted by contractor will identify line item costs and corresponding task number.

Contractor/Company Name: \_\_\_\_\_

Task #	Personnel Services: (Do not include travel or overhead) estimated # of hrs needed for contract services multiplied by the individual or position rates per hr.. (Include name/position title and hours)				Fringe Benefits (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Equipment Costs (Include a description of equipment)	Travel Expenses (Include travel expenses and per diem. Rates are set at the rate specified by DPA for excluded employees)	Overhead (This information must be provided)	Other (any other specific breakdown required to sufficiently explain the budget costs)	Total by Task
	Name/ Position	\$/Hr	Hrs	Total \$							
Task A											
Task B											
Task C											
Task D											
Task E											
Task F											
Task G											
Task H											
Task I											
Total by Line Item	(Sum of Total \$)										GRAND TOTAL

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**Acknowledgement/Authorization**

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for the CIWMB to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CIWMB documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CIWMB in verification of the recitals comprising this Proposal and also hereby authorizes the CIWMB to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

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## Cost Proposal Sheet

### For the Cost Study on Commercial Recycling

Complete this form and submit the original in a separate sealed envelope in accordance with the requirements of this RFP.

*This form should be prepared to accurately reflect the cost of all items mentioned in the "Scope of Work" of this RFP or reasonably infer as necessary to complete the work within the intent of the Agreement. For some proposals, it may be more appropriate to break down the Contractor's costs by an hourly rate.*

Task A: Review the Work Plan and Revise if Needed	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task B: Define Study Terms and Standards	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task C: Gather Stakeholder Input	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task D: Gather Costs and Cost Savings Data	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task E: Develop a Model of Costs and Costs Savings	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task F: Develop Commercial Diversion Tool	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task G: Prepare Reports	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task H: Give Presentations	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
Task I: Review Project Articles	\$ _____
Labor (Person Hr x Rate)	
Non-personnel (Supplies, etc)	
Other, if applicable (Specify)	
<b>Total Bid Price</b>	<b>\$ _____</b>
(General project overhead should not exceed 15% of bid)	

Travel required to meet the scope of this project shall be included in the total bid. Applicable travel costs will be charged at the state approved rate and will be pre-authorized by the CIWMB Contract Manager.

**Submitted by:**

Company Name:

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Company Address:

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Telephone:

---

Email Address:

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Authorized Official & Title

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Signature of Official & Date

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**Proposal Scoring Sheet**  
**Cost Study On Commercial Recycling**  
**IWM08007**

Name of Firm \_\_\_\_\_

There are 300 total points available. Proposers must score a minimum of 70 percent of the possible points of the Experience and Methodology categories (minimum score of 70 points in each category) in order to qualify for further consideration.

<b>DEMONSTRATED EXPERIENCE</b> (Maximum 100 points)	<b>POINTS POSSIBLE</b>	<b>POINTS EARNED</b>
(1) Project Manager demonstrates at least seven (7) years of combined experience in solid waste management and business-related issues and possesses a comprehensive understanding of materials, recycling programs, costs, equipment and markets for commercial solid waste in California. <ul style="list-style-type: none"> <li>• Experience in analyzing solid waste economics , business practices, material markets, and program choices (10)</li> <li>• Experience related to California's commercial solid waste disposal and diversion programs (5)</li> <li>• Experience gathering and analyzing cost information related to solid waste activities (5)</li> <li>• Experience in managing complex research projects (10)</li> </ul>	30	
(2) Project manager and principal members of consulting team demonstrate appropriate background and professional consulting experience in the areas identified in the RFP. <ul style="list-style-type: none"> <li>• Experience in RFP task issues (data collection, determining net costs, modeling costs, business analysis, program evaluation, GHG modeling etc.) (15)</li> <li>• Similarity between previous projects and tasks in RFP (10)</li> <li>• Completion and success of past projects and related work and evaluation of references (10)</li> </ul>	35	
(3) Project manager and principal members experience and knowledge as demonstrated by the quality of the proposal. <ul style="list-style-type: none"> <li>• Proposal is clear, detailed &amp; knowledgeable (20)</li> <li>• Outcomes are feasible with proposed staffing and timeline (10)</li> <li>• Proposal addresses all tasks in RFP (5)</li> </ul>	35	
<b>Demonstrated Experience Section Subtotal</b>	<b>100</b>	
<b>METHODOLOGY</b> (Maximum of 100 points)		
(4) Overall approach and understanding of problems, issues, and required tasks for conducting a complete cost study of commercial recycling (10).	10	
(5) Approach to data collection. <ul style="list-style-type: none"> <li>• Plan to involve stakeholders to provide information and advice &amp; suggested members/composition of the advisory working group (5).</li> <li>• Proposed methods for data collection, including techniques, barriers, and data gaps (5).</li> <li>• Quality assurance methods for accuracy and "real world" representativeness of results (5)</li> <li>• Plan for maintaining confidentiality of data (5).</li> </ul>	20	

<b>METHODOLOGY</b> continued		
(6) Approach for: <ul style="list-style-type: none"> <li>• Determining and modeling the flow of diverted materials and the associated costs, cost savings and net costs (5).</li> <li>• Developing relationship algorithms for costs to account for material flows, destinations and markets for the 5 materials specified in the scope of work (5)</li> <li>• Developing relationship algorithms for costs to account for material flows, destinations and markets for other materials, such as glass and food waste (5).</li> <li>• Determining the proportions of materials in, and impacts (on costs, savings, markets, etc.) from, varying amounts (diversion rate) of materials collected as the recycling programs are scaled up (10)</li> <li>• Assessing and modeling costs, cost savings, and net costs at the statewide level and for the five geographic regions (5).</li> <li>• Accounting for differences in urban and rural areas (5).</li> </ul>	35	
(7) Approach to developing the commercial diversion tool, including plans for: <ul style="list-style-type: none"> <li>• Gathering information on user needs and abilities (5).</li> <li>• Incorporating data on costs and GHG emissions into the tool for both Source Reduction and Recycling for the 5 materials specified in the scope of work (5).</li> <li>• Incorporating data on costs and GHG emissions into the tool for both Source Reduction and Recycling for other materials such as glass and food waste (5).</li> <li>• Designing and developing a robust and user friendly web-based tool (10).</li> <li>• Collaborating with CIWMB staff to develop the tool (5).</li> <li>• Building flexibility into the tool to address differences in types of users (5).</li> </ul>	35	
<b>Methodology Section Subtotal</b>	<b>100</b>	
<b>BUDGET/COST</b> (Maximum of 100 points)		
(8) Cost proposal – maximum score 90	90	
(9) Thoroughness and quality of proposed budget	10	
<b>Budget Section Subtotal</b>	<b>100</b>	
<b>GRAND TOTAL POINTS</b>	<b>300</b>	

**Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary**

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) can be attached for each Small and DVBE business identified.



### Demonstration of Good Faith Efforts

Check only one: ☐ Small Business ☐ Disabled Veteran Business Enterprise

*Use same template, but submit separate forms for SB and DVBE efforts, checking the appropriate box above. See the DGS website at <https://www.apps.dgs.ca.gov/OSDCSearch/OSDCSearch.aspx> to search for certified SBs/DVBEs. **Note: This form must be submitted if the participation levels indicated on the SB/DVBE Participation Summary form are less than 25% for SB and 3% for DVBE.***

<b>1</b>	Contact made with California Integrated Waste Management Board to identify potential SB/DVBE firms.															
<p>Name of Person Contacted: _____ Title: _____</p> <p>Date of Contact: _____</p>																
<b>2</b>	Contact made with other State agencies, including the Department of General Services, to identify potential SB/DVBE firms. See the DGS website at <a href="http://www.pd.dgs.ca.gov/smbus/sbainternet.htm">http://www.pd.dgs.ca.gov/smbus/sbainternet.htm</a> for a list of agency SB/DVBE advocates.															
<p>Agencies Contacted:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 45%;"><u>Name of Agency</u></th> <th style="text-align: left; width: 30%;"><u>Person</u></th> <th style="text-align: left; width: 25%;"><u>Date of Contact</u></th> </tr> </thead> <tbody> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> </tbody> </table>		<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>												
<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>														
<b>3</b>	<p>Advertisements published in at least one trade or focus paper focusing on SB/DVBE firms. Bidders must publish advertisements in trade and focus publications at least <b>14 calendar days</b> before the date the bid or proposal is due. <b>Attach a copy of each advertisement.</b> Planholder lists are not acceptable. Go to <a href="http://www.documents.dgs.ca.gov/pd/smallbus/TradePaper.pdf">http://www.documents.dgs.ca.gov/pd/smallbus/TradePaper.pdf</a> and <a href="http://www.documents.dgs.ca.gov/pd/smallbus/FocusPaper.pdf">http://www.documents.dgs.ca.gov/pd/smallbus/FocusPaper.pdf</a> to see a list of DVBE Trade and Focus paper resources.</p>															
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 70%;"><u>Name of Paper or Publication</u></th> <th style="text-align: left; width: 30%;"><u>Date Published</u></th> </tr> </thead> <tbody> <tr><td style="height: 40px;"> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td></tr> </tbody> </table>		<u>Name of Paper or Publication</u>	<u>Date Published</u>													
<u>Name of Paper or Publication</u>	<u>Date Published</u>															
<b>4</b>	Invitations to bid sent to potential SB/DVBE firms.															
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 33%;"><u>FIRM</u></th> <th style="text-align: left; width: 33%;"><u>CONTACT</u></th> <th style="text-align: left; width: 34%;"><u>DATE SENT</u></th> </tr> </thead> <tbody> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> </tbody> </table>		<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>												
<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>														

### Demonstration of Good Faith Efforts (Cont'd)

5	SB/DVBE firms which were available and considered.
<div style="margin-bottom: 10px;"> Name of Firm: _____ Person Contacted: _____  Nature of Work: _____ Telephone No.: _____  Results of Contact: _____  Reasons if Rejected: _____ </div> <div style="margin-bottom: 10px;"> Name of Firm: _____ Person Contacted: _____  Nature of Work: _____ Telephone No.: _____  Results of Contact: _____  Reasons if Rejected: _____ </div> <div> Name of Firm: _____ Person Contacted: _____  Nature of Work: _____ Telephone No.: _____  Results of Contact: _____  Reasons if Rejected: _____ </div>	

STATE OF CALIFORNIA  
California Integrated Waste Management Board  
CIWMB 74C (Revised 8/06 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

### Recycled-Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233, 10308.5, 10354, and 12205(a)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter “N/A.” Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit [www.ciwmb.ca.gov/BuyRecycled/](http://www.ciwmb.ca.gov/BuyRecycled/)

Code	Description	Minimum content requirement
<b>Product Categories (11)</b>		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

## Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included.

- 
- ☐ Cover Letter with contact information and statements as required in the RFP.
  - ☐ Organizational information and Personnel Information (Resumes)
  - ☐ Proposal (detailed Work Plan)
  - ☐ Cost Proposal Sheet
  - ☐ Samples of Written Work
  - ☐ Client References
  - ☐ Copy of Required License(s) (Secretary of State)
  - ☐ Contractor Status Form
  - ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary *Form must be submitted even if participation levels are zero (write zero participation on form). If participation levels are under the required levels, the Demonstration of Good Faith Efforts form must also be submitted (see below).*
  - ☐ Demonstration of Good Faith Efforts *Submit form(s) only if participation level is below 25% for SB and/or 3% for DVBE. Submit separate forms for SB and DVBE and mark appropriate box at top of form.*
- 

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFP:

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
  - ☐ Six (6) bound copies of the Proposal package marked "Copy".
  - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.
- 

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- ☐ Certification of Enterprise Zone Act Preference
  - ☐ Certification of Target Area Contract Preference Act
  - ☐ Certification of Local Military Base Recovery Area Act Preference
- 

The following forms are not required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification (Attachment E)
  - ☐ Payee Data Record (Standard Form 204)
- 

***Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.***

**Contractor Status Form**

Contractor's Name \_\_\_\_\_ County \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:**
☐ Individual
     
 ☐ Limited Partnership
     
 ☐ General Partnership
     
 ☐ Corporation
     
 ☐ Other
**INDIVIDUAL:**

If a sole proprietorship, state the true name of sole proprietor: \_\_\_\_\_

**PARTNERSHIP:**

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

_____	_____
_____	_____

**CORPORATION:**

If a corporation, place and date of Incorporation: \_\_\_\_\_

Date corporation was authorized by Secretary of State: \_\_\_\_\_

President: \_\_\_\_\_ Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

**OTHER: (Explain)****SMALL BUSINESS PREFERENCE**

Are you claiming preference for small/micro business?

- ☐ YES – Attach approval letter from Office of Small Business Certification and Resources
- ☐ NO

Are you claiming preference for DVBE?

- ☐ YES – Attach approval letter from Office of Small Business Certification and Resources
- ☐ NO

**NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED**

**Client References**

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

**BIDDER / SUBCONTRACTOR'S NAME:** \_\_\_\_\_

**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why: